

**Agreement for (1) 1.6.1. Reconstruction of the
great hall in the railway station Novi Sad**

CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION

AND

DEKO TIM D.O.O

2023.12

rekonstrukcije madarsko-srpske železnice.);

Stranka A, sa željom da angažuje Stranu B za

izvođenje radova na (1) 1.6.1 rekonstrukcija velike

sale u železničkoj stanici Novi Sad, na osnovu

podgovora (u daljem tekstu „Podizvođački radovi“),

dok je Strana B spremna da preduzme sve izvođenje

Podizvođačkih radova.

Strana A i Strana B su sklopile Ugovor o

podizvođenju radova (u daljem tekstu „Podugovor“) u

Hornu Ca 30. novembra 2023. godine nakon

prijateljskih konsultacija. Uslovi su navedeni kako

sledi kako bi ih obe strane trebale poštovati.

Član 1 Definicija

1.1 Komercijalni ugovorni radovi: odnosi se na

Projekat modernizacije i rekonstrukcije

madarsko-srpske železnice na teritoriji Republike

Srbije deonica Novi Sad - Subotica - Državna granica

(Kelebija)

1.2 Komercijalni ugovor: odnosi se na Komercijalni

ugovor i anekse kao i dodatne ugovore, izmene,

reklamacije i druga relevantna dokumenta koja su

nastala tokom izvođenja radova između Izvođača i

Naručioca u vezi sa Projektom modernizacije i

rekonstrukcije objekta. Madarsko-srpska železnica na

teritoriji Republike Srbije deonica Novi Sad –

Subotica – Državna granica (Kelebija) (u daljem

tekstu: Projekat), potpisan od strane Zajedničkog

preduzeća CRIC-CCCC sa Vladom Republike Srbije i

Infrastrukturom Srbije Železnice doo je 07.07.2018.

1.3 Glavni ugovorni radovi: Obim NS-I odeljka

poude ovog ugovora podeljen je na dva dela:

niskogradnju i kolosek. Građevinski deo je od Novog

Sada do stanice Rovočenac (bez uračunavanja),

početna i krajnja kilometraža je

Km76+501-km128+849, dužina 52.348km, a sadržaj

Republic of Serbia, section Novi Sad - Subotica -

State Border (Kelebija);

Party A, with a desire to engage Party B to carry out

the works related to (1) 1.6.1. Reconstruction of the

great hall in the railway station Novi Sad, on a

subcontract basis (hereinafter referred to as the

"Subcontract Works"), while Party B is willing to

undertake all the execution of the Subcontract Works.

Party A and Party B have entered into a Subcontract

(hereinafter referred to as the "Subcontract") in Novi

Sad on November 30th of 2023 after friendly

consultation. The terms and conditions are set forth as

Article 1 Definition

1.1 Commercial Contract Works: it refers to the

Project on modernization and reconstruction of the

Hungarian-Serbian railway in the territory of the

Republic of Serbia section Novi Sad - Subotica - State

Border (Kelebija)

1.2 Commercial Contract: it refers to the Commercial

Contract and annexes as well as additional

agreements, changes, claims and other relevant

documents that were created during the execution of

works between the Contractor and the Employer in

relation with the Project on modernization and

reconstruction of the Hungarian-Serbian railway in

the territory of the Republic of Serbia section Novi

Sad - Subotica - State Border (Kelebija) (hereinafter:

the Project), signed by the Joint Venture CRIC-CCCC

with the Government of the Republic of Serbia and

Infrastructure of Serbian Railways Ltd. on July 7,

2018.

1.3 Main Contract Works: The scope of the NS-I bid

section of this contract is divided into two parts: civil

engineering and track. The civil engineering part is

from Novi Sad to Rovočenac station (excluding), the

starting and ending mileage is

Km76+501-km128+849, the length is 52.348km, and

(4) Predmet sa cenama
(5) Sva pismena saglasnost, potvrda, memorandum, zapisnik i druga dokumenta koja se odnose na obim poslova Podizvođača koje su Izvođač i Naručilac dogovorili tokom izvođenja Komercijalnog ugovora i Ugovora, kao i druga dokumenta u vezi sa Projektom, potpisane od obe strane tokom perioda trajanja ugovora.

Gore navedeni dokumenti su sastavni deo Ugovora i imaju istu obavezujuću snagu za obe strane. U slučaju bilo kakve razlike u razumevanju ili tumačenju Ugovora, Komercijalnog ugovora i drugih Ugovora između dve strane, Komercijalni ugovor i poslednja formirana dokumenta imaju prednost.

U slučaju bilo kakve nejasnoće ili nedoslednosti u ugovornoj dokumentaciji, obe Strane će pregovarati za rešenje, ali to neće uticati na napredak Projekta.

Član 2. Opšte odredbe

2.1 Strana A namerava da podgovara sve radove u vezi sa (1) 1.6.1. Rekonstrukcija velike sale u železničkoj stanici Novi Sad, definisano u klauzuli 1.5 i DODATKU 1 Strani B. Strana A ovim garantuje da će Strana A u potpunosti ispuniti svoje obaveze definisane u Ugovoru o podgovoru kako bi osigurala odgovarajuća prava i interese Strane B.

2.2 Strana B u dovoljnoj meri razume sadržaj i situaciju Komercijalni ugovornih radova i Podizvođačkih radova, i takođe razume da su odgovornosti Strane A prema Poslodavcu u svim Podizvođačkim radovima kako je definisano u Komercijalnom ugovoru odgovornosti Strane B prema Strani A u Podgovoru. Strana B je spremna da poštuje i izvršava sve odgovornosti i obaveze u vezi sa podgovorenim radovima kako je definisano u Komercijalnom ugovoru, osim ako u Podgovoru nije drugačije određeno. Strana B je saglasna da izvede

(4) The Priced Bill of Quantities
(5) All the written consent, confirmation,
memorandum, minutes and other documents related to the Subcontractor's scope of work agreed by the Contractor and the Employer during the performance of the Commercial Contract and the Contract, as well as other documents related to the Project signed by both parties during the contract period.

The above documents are an integral part of the Contract and have the same binding force on both parties. In case of any difference in understanding or interpretation of the Contract, Commercial Contract and other Agreements between the two parties, the Commercial Contract and the latest formed documents shall prevail.

In case of any ambiguity or inconsistency in the contract documents, both Parties shall negotiate for a solution, but the progress of the Project shall not be affected.

Article 2 General Provisions

2.1 Party A, intends to subcontract all the works related to (1) 1.6.1. Reconstruction of the great hall in the railway station Novi Sad, defined in clause 1.5 and APPENDIX 1 to Party B. Party A is hereby to guarantee that Party A shall fully fulfill its obligations defined in the Subcontract to ensure due rights and interests of Party B.

2.2 Party B sufficiently understands the content and situation of the Commercial Contract Works and the Subcontract Works, and also understands that Party A's responsibilities to the Employer in all the Subcontract Works as defined in the Commercial Contract are Party B's responsibilities to Party A in the Subcontract. Party B is willing to abide by and perform all responsibilities and obligations related to the Subcontract Works as defined in the Commercial Contract unless request otherwise stipulated in the Subcontract. Party B agrees to execute the

Podizvođačkih radova u skladu sa zahtevima iz Podugovora. Strana A ima pravo da zahteva od Strane B da popravi ili preradi delove koji ne ispunjavaju standarde ili se dokaže da su diskvalifikovani, ili da zahteva od Strane B da zameni nekvalifikovane materijale i opremu, ili da zameni nekvalifikovano ili nekompetentno osoblje Strane B, uključujući Stranu B, ako Strana A zahteva zamenu osoblja predstavnik B. Ako Strana A zahteva zamenu osoblja između Strane B i Poslodavca ili njenog predstavnika, i dogovoriti da Stranka B učestvuje na radnim sastancima u vezi sa dizajnom, i izvođenje različitih radnih interfejsa koje organizuje Poslodavac.

4.5 Strana A će olakšati radnu vezu i koordinaciju između Strane B i drugih radnih grupa kako bi Strana B mogla nesmetano da nastavi u skladu sa odobrenim planovima projektovanja i izgradnje.

4.6 U slučaju zastoja ili obustave radova koji su uzrokovani krivicom Strane A, sve troškove snosi Strana A. U slučaju zastoja ili obustave radova koji su uzrokovani krivicom Strane B, sve troškove snosi Strana B. Ako je projekat obustavljen ili pretrpi gubitke zbog odgovornosti poslodavca ili treće strane tokom procesa izgradnje, obe strane su odgovorne za sebe.

Član 5. Odgovornosti Strane B

I Pridržavati se Ugovora o podugovoru, savešno izvršiti i završiti sve sadržaje radova podizvođača prema vremenu izgradnje, standardima kvaliteta i normama prema Ugovoru (Komerčijalni ugovor i

completing the Subcontract Works according to the requirements in the Subcontract. Party A has the right to request Party B to remedy or rework the parts that fails to meet the standards or be proven as disqualified, or demand Party B to replace unqualified materials and equipment, or replace ineligible or incompetent personnel of Party B, including Party B's representative. If Party A demands the replacement of Party B's personnel, Party B shall send relevant successor in position within 14 days, and the handover time shall not be less than one month.

4.4 According to Party B's written request and plan, Party A shall organize communication and negotiation with respect to design, technology and construction between Party B and the Employer or its representative, and make arrangement for Party B to participate in the working meetings regarding the design and execution of various works interfaces organized by the Employer.

4.5 Party A shall facilitate the work connection and coordination between Party B and other working parties so that Party B can proceed smoothly according to the approved design and construction plans.

4.6 In the event of a standstill or suspension of works that are caused by the fault of the Party A, all costs are borne by Party A. In the event of a standstill or suspension of works that are caused by the fault of the Party B, all costs are borne by Party B. If the project is suspended or suffers losses due to the responsibility of the Employer or a third party during the construction process, both Parties are responsible for themselves.

Article 5 Responsibilities of Party B

I Abide the Subcontract, conscientiously execute and complete all the work contents of the Subcontract works according to the construction time, quality standards and norms according to the Contract (the

and materials construction of civil works, required by Party B itself, construction of interfaces related to the project construction and/or the Employer's requirement, warranty maintenance of the local part, relevant personnel training as requested by the Employer and/or required by the Project, cooperation in the temporary operation and maintenance of Party B's own work in the warrant period. Party B shall bear all the costs and expenses in relation to the above mentioned. In the execution of the Subcontract Works, if Party B's behaviour or negligence causes Party A to breach the Commercial Contract, or if Party B breaches the Subcontract, Party B should compensate Party A for the losses thus incurred thereafter.	5.3 Party B is obligated to submit monthly to Party A Work Progress Schedule and other forms and documents that may be required by Party A to ensure the completion of the Subcontract works as per Work Progress Schedule.	5.4 Party B is obligated to abide by the Serbian laws; comply with the administrative rules and regulations of local authorities regarding the traffic around the work site, construction noise, environmental protection and safety and civility in construction, as well as to any other applicable law or regulations in relation to the subcontract works.	5.5 Party B is obligated to cooperate with and make it convenient for supervisor and inspection of the Employer, the Employer's representative and Party A. In the event of exceptional cases or accidents, Party B should immediately notify Party A while taking active and effective remedy measures.	5.6 Party B is obligated to provide and employ on the construction site such skilled and workers as is necessary for the proper and timely execution of the Subcontract. The Party B shall be responsible for the recruitment, transportation, training, and
zahteva sama Strana B, izgradnju interfejsa u vezi sa održavanjem garancije lokalnog dela, relevantna obuka osoba na zahtev Poslodavca i/ili zahtevana Projektom, saradnja u privremenom radu i održavanju sopstvenog rada Strane B u garantnom roku. Strana B snosi sve troškove i izdatke u vezi sa gore navedenim. U izvršenju Podizvođačkih radova, ako ponašanje ili nemar Strane B prouzrokuje da Strana A prekrši Komercijalni ugovor, ili ako Strana B prekrši Podizvođač, Strana B treba da nadoknadi Strani A za gubitke koji su nastali nakon toga.	5.3 Strana B je u obavezi da mesečno dostavlja Strani A Rasporod napretka rada i druge obrasce i dokumente koje može zahtevati Strana A da bi obezbedila završetak radova podizvođača prema Rasporodu napretka radova.	5.4 Stranka B je obavezna da se pridržava srpskih zakona; poštovati administrativna pravila i propise lokalnih vlasti u vezi sa saobraćajem oko gradilišta, građevinskom bukom, zaštitom životne sredine i bezbednošću i uljudnošću u izgradnji, kao i sa svim drugim važećim zakonima ili propisima u vezi sa podugovorenim radovima.	5.5 Strana B je u obavezi da sarađuje i čini je pogodnim za nadzor i inspekciju poslodavca, predstavnik poslodavca i Strane A. U slučaju izuzetnih slučajeva ili nesreća, Strana B treba odmah da obavesti Stranu A dok preduzima aktivne i efikasne mere pravnog leka.	5.6 Strana B je u obavezi da obezbedi i zaposli na gradilištu kvalifikovane i radnike koji su neophodni za pravilno i blagovremeno izvršenje podugovora. Strana B će biti odgovorna za zapošljavanje, prevoz, obuku, smeštaj i ishranu svih zaposlenih i radnika

izgradnje i evidencije skrivenih radova i čuva podatke o slici.

5.12 Strana B će organizovati obezbeđenje registrovano u Železničkim biroima Srbije za zaštitu na licu mesta, a Strana B će obezbediti bezbednosnu zaštitnu opremu za izgradnju na licu mesta.

5.13 Ako postoje drugi novi ili pomoćni projekti u okviru podgovornog projekta Strane B, Strana B će prihvatiti zahtev Strane A za izgradnju, a o ceni će se pregovarati posebno.

5.14 Ako Strana A treba da podeli ovaj podgovor na ugovor o materijalnoj nabavi i podgovor o radu, Strana B će saradivati pod uslovom da uslovi ugovora i ukupna cena ugovora ostanu nepromenjeni.

Član 6 Period izgradnje, Period odgovornosti za nedostatak

6.1 Period izgradnje Strane B biće određen prema dinamičkom planu izgradnje Strane A. Strana B obećava da će velika sala biti završena 29. februara 2024. godine. Za detalje pogledajte dinamički plan Strana B će započeti poslove podgovaranja u roku od 7 dana nakon što Strana A izda zvanično obaveštenje o početku rada.

Strana B postane svesna da je kašnjenje u izvođenju Poslodavca ili njegovog predstavnika i Strana A. Ako Komercijalnom ugovoru i biće odobreno od strane relevantnim odredbama i uslovima definisanim u Produženje perioda izgradnje će biti u skladu sa Podizvođačkih radova u dogovorenom roku moguće ili izvesno, obavestiti Stranu A o tome i uložiti sve razumne napore da spreči kašnjenje, tj. mere za otklanjanje posledica i reorganizaciju dinamike u izvođenju Podizvođačkih radova. U slučaju kašnjenja u izvršenju Podizvođačkih radova u ugovorenom

and records of hidden works and retain image data.

5.12 Party B shall arrange the security personnel registered in the Serbian railway bureau for on-site protection, and Party B shall provide the safety protective equipment for on-site construction.

5.13 If there are other new or ancillary projects within the scope of Party B's subcontracted project, Party B shall accept Party A's request for construction, and the price will be negotiated separately.

5.14 If Party A needs to split this subcontract into a material procurement contract and a work subcontract, Party B shall cooperate under the condition that the contract conditions and total contract price remain unchanged.

Article 6 Construction Period, Defect Liability

6.1 Party B's construction period shall be determined according to Party A's dynamic construction plan. Party B promises that the large hall of the subcontracted project will be completed on February 29, 2024; see dynamic plan for details.

Party B shall start the subcontracting work within 7 days after Party A issues the official start-of-work notice.

Party B shall commence and complete the Subcontract Works according to the Construction Schedule which is approved by Party A. The extension of construction period shall conform to the relevant terms and conditions defined in the Commercial Contract and shall be approved by the Employer or its representative and Party A. If the Party B becomes aware that a delay in the performance of the Subcontracted Works within the agreed term is possible or certain, it shall notify the Party A accordingly and shall exert all reasonable efforts to prevent the delay, i.e. it shall propose measures for remedying the consequences and

bear no interest.

If the Party B fails to rectify the deficiencies within the specified term that is noted in the mutually agreed and signed report, the Party A shall be entitled to rectify the deficiencies itself or by engaging a third party at the expense of the Party B.

In case of the failure of the Party B to fulfill the obligations during the Defect Liability Period, the Party A shall be entitled to retain Retention money, but only in the amount of damage occurred and it obliges to return the difference to Party B upon expiry of Defect Liability Period.

After issuing the Taking Over Certificate for Subcontract Works, Party B has the right to exchange Retention Money with bank guarantee securing removal of defects in the warranty period. The submitted bank guarantee for defects in the warranty period should be in the amount of 5% of the Accepted Contract Amount with validity term 28 days longer than the defect liability period. After delivering the mentioned guarantee, Party A has the obligation to return Retention Money to Party B.

The bank guarantee described in this Article must have a clause that it is irrevocable, unconditional and payable at first call without objection according to the international rules URDG 758.

Article 7 Subcontract price and Payment terms

7.1 This contract is a unit price contract, and the tentative amount of the contract is 214.304,52 Euros.

The final settlement of the engineering quantity is subject to the construction drawings and the actual on-site acceptance of the subcontracted projects. The subcontracting price includes all the obligations of the subcontractor under this contract, that is, the construction machinery, equipment, materials (except marble) and loss, labor, installation, completion acceptance and engineering survey and testing required for the completion of the project. ,

Ako Strana B ne otkloni nedostatke u navedenom roku koji je konstatovan u međusobno dogovorenim i potpisanim izveštaju, Strana A ima pravo da sama otkloni nedostatke ili angažovanjem trećeg lica o trošku Strane B.

U slučaju neuspjeha Stranke B da ispuni obaveze tokom Perioda odgovornosti za nedostatke, Strana A ima pravo da zadrži Retencioni novac, ali samo u iznosu nastale štete i obavezuje se da vrati razliku Strani B po isteku perioda odgovornosti za nedostatke.

Nakon izdavanja Potvrde o preuzimanju podizvođačkih radova, Strana B ima pravo da zameni novac za zadržavanje sa bankovnom garancijom čime se obezbeđuje otklanjanje nedostataka u garantnom roku. Dostavljena bankarska garancija za nedostatke u garantnom roku treba da bude u iznosu od 5% od prihvaćenog iznosa ugovora sa rokom važenja 28 dana dužim od roka odgovornosti za nedostatke.

Nakon dostavljanja navedene garancije, Strana A ima obavezu da vrati Retencioni novac Strani B.

Bankarska garancija opisana u ovom članu mora imati klauzulu da je neopoziva, bezuslovna i platiiva na prvi poziv bez prigovora prema međunarodnim pravilima URDG 758.

Član 7. Cena podgovora i uslovi plaćanja

7.1 Ovaj ugovor je ugovor o jediničnoj ceni, a okvirni iznos ugovora je 214.304,52 evra. Konačno obračunavanje inženjerske količine zavisi od građevinskih crteža i stvarnog prihvatljanja podugovorenih projekata na licu mesta. Kooperantska cena uključuje sve obaveze podizvođača po ovom ugovoru, odnosno građevinsku mehanizaciju, opremu, materijale (osim mermera) i gubitke, rad, montažu, prijem završetka i inženjersko ispitivanje i ispitivanje potrebno za završetak projekta. , otklanjanje grešaka, popravka kvarova i drugi troškovi. Ugovorni projekti

Potvrda o privremenom i/ili konačnom plaćanju nije kompatibilna sa izvedenim radovima i drugim uslovima ovog Ugovora, Strana A može prigovoriti i vratiti ga Strani B na ispravku. U suprotnom, Strana A je dužna da u roku predviđenom ovim stavom overi Potvrdu o privremenom i/ili konačnom plaćanju. Strana B će obezbediti fakture u skladu sa lokalnim zakonima i propisima na osnovu potvrde o uplati koju su potvrdile obe strane; Strana A će platiti Strani B u roku od 7 dana nakon prijema fakture.

Ako posao koji je izvršila strana B ne ispunjava uslove ugovora ili dizajna, plaćanje se može privremeno odbiti za ovaj deo troškova, a ovaj deo troškova neće biti obračunat i plaćen dok se deo posla ne završi i ispunjava uslove.

Ako Strana B ne izvrši posao ili ne izvrši svoje obaveze u skladu sa ugovorom, a Strana A je obavestila Stranu B, može zadržati vrednost posla ili obaveze dok se posao ili obaveza ne izvrši.

7.4 Strana B se obavezuje da dostavi Strani A potpisanu i overenu blanko zasebnu menicu sa klauzulom „bez prigovora“, koja će biti upisana u registar menica Državnog zavoda za statistiku, i da će biti ovlašćena da popuni nerazumni iznos menica Akontacija, važi do opravdanosti celokupne akontacije. Menice i menična ovlašćenja mora da potpiše lice ovlašćeno za potpisivanje sa podizvođačem. Pored blagajničkog čeka dostaviti i overenu kopiju kartice potpisa depozita ne starije od 7 dana overenu u komercijalnoj banci i kopiju OP obrasca.

7.5 Strana B će dostaviti Strani A menicu u roku od 3

conditions of this Agreement the Party A may object and return it to the Party B for correction. Otherwise, the Party A is obliged to certify the Interim and/or Final Payment Certificate within in this paragraph stipulated deadline.

Party B shall provide invoices in compliance with local laws and regulations based on the payment certificate confirmed by both parties; Party A shall pay Party B within 7 days after receiving the invoice. If the work done by Party B does not meet the contract or design requirements, the payment can be temporarily deducted for this part of the cost, and this part of the cost will not be calculated and paid until the part of the work is completed and meets the requirements.

If Party B fails to perform work or perform its obligations in accordance with the contract, and Party A has notified the Party B, it can withhold the value of the work or obligation until the work or obligation is performed.

7.4 Party B undertakes to deliver to Party A a signed and certified blank separate promissory note with a "no objection" clause, to be registered in the bill register of the National Bureau of Statistics, and to be authorized to fill in the unreasonable amount of the promissory note Advance payment, valid until the entire advance payment is justified. Promissory notes and promissory note authorizations must be signed by a person authorized to sign with the subcontractor. In addition to the cashier's check, submit a certified copy of the signature card of the deposit not older than 7 days certified by the commercial bank, and a copy of the OP form.

7.5 Party B shall provide Party A with a promissory

srazmerno stvarnim troškovima.

8.4 Za pitanja varijacija, prilagodavanja cene, zahteva za kompenzaciju ili produženja perioda izgradnje, Strana B će dobro obaviti posao prikupljanja osnovnih podataka, uređenja i čuvanja arhive i dostaviti ih Strani A prema potrebi.

Član 9 Standardne specifikacije, konačni prijem i garancija kvaliteta

9.1 Inženjerski standardi i specifikacije u vezi sa podugovorenim radovima kako je navedeno u Komercijalnom ugovoru se primenjuju na podugovorene radove.

9.2 Strana B će se dobro pripremiti za konačno prihvatanje kako to zahteva Poslodavac. Strana B će predstaviti kompletnu dokumentaciju o završetku sa dostavljenom Strani A. Za konačno prihvatanje za završetak podugovorenih radova, potvrdu o konačnom prijemu za podugovorene radove izdatu od strane Poslodavca Strani A.

Član 10. Čišćenje lokacije

10.1 Tokom izvršavanja podugovora, Strana B će održavati gradilište razumno slobodnim od svih nepotrebnih prepreka, skladištiti ili uklanjati višak materijala, uklanjati olupinu, smeće ili privremene radove sa gradilišta i uklanjati bilo koju Stranu Oprema B-a više nije potrebna za izvršenje podugovora.

10.2 Nakon završetka svih radova po ovom

podugovoru, Strana B će ukloniti i ukloniti svu svoju olupinu, smeće i ostatke bilo koje vrste sa gradilišta i ostaviti gradilište u čistom i bezbednom stanju.

Član 11. Viša sila

11.1 „Viša sila“ znači svaki događaj van razumne kontrole Strane A ili Strane B, zavisno od slučaja, i koji je neizbežan bez obzira na razumnu pažnju pogodene strane, i uključuje, bez ograničenja, sledeći:

8.4 For issues of variation, price adjustment,

compensation claim or extension of construction period, Party B shall do a good job of basic data collection, arrangement and archive keeping and submit them to Party A as required.

Article 9 Standard specifications, Final acceptance

and Quality guarantee

9.1 The engineering standards and specifications related to the subcontracted works as stipulated in the Commercial Contract are applicable to the Subcontract works.

9.2 Party B shall make a good preparation for the

final acceptance as required by the Employer. Party B shall present a complete set of completion documents with a submitted to Party A. For Final acceptance for completion of the subcontracted works, the certificate of Final acceptance for the subcontract works issued by the Employer to Party A.

Article 10 Site Clearance

10.1 In the course of carrying out the Subcontract, the Party B shall keep the construction site reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, rubbish or temporary works from the construction site, and remove any Party B's Equipment no longer required for execution of the Subcontract.

10.2 After Completion of all works under this

Subcontract, the Party B shall clear away and remove all its wreckage, rubbish and debris of any kind from the construction site, and shall leave the construction site in a clean and safe condition.

Article 11 Force majeure

11.1 "Force Majeure" shall mean any event beyond the reasonable control of the Party A or of the Party B, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the

nastanka takvog događaja.

1.3 Strana koja je dala takvo obaveštenje biće

oslobodena izvršavanja ili tačnog izvršavanja svojih

obaveza prema podgovoru sve dok traje relevantni

događaj. Više sile i u meri u kojoj je izvršenje takve

strane sprečeno, ometano ili odloženo.

1.4 Strana ili strane koje su pogodne slučajem više

sile će uložiti razumne napore da ublaže njegov

efekat na izvršenje podgovora i da ispune svoje ili

svoje obaveze prema podgovoru, ali ne dovodeći u

pitanje pravo bilo koje strane da raskine ugovor

Podizvodak.

1.5 Nikačko kašnjenje ili neizvršenje od strane bilo

koje strane uzrokovano pojavom bilo kog slučaja. Više

sile:

(a) predstavlja neizvršenje ili kršenje Podgovora; ili

(b) dovesti do bilo kakvog zahteva za odštetu ili

podatne troškove ili troškove koji su time izazvani,

ako i u meri u kojoj je takvo kašnjenje ili neizvršenje

uzrokovano pojavom događaja više sile.

1.6 Ako je izvršenje Podgovora značajno sprečeno,

ometano ili odloženo za jedan period duži od šezdeset

(60) dana ili ukupan period duži od sto dvadeset (120)

dana zbog jednog ili više događaja sile. Viša situacija

tokom važenja Podgovora, strane će pokušati da

razviju obostirano zadovoljavajuće rešenje, u

suprotnom bilo koja strana može da raskine

Podgovor davanjem obaveštenja drugoj.

Član 12. Odgovornost za kršenje ugovora

12.1 Kršenje ugovora

12.1.1 U slučaju da Strana A ne ispoštuje Podgovor

ili ne ispuni svoje obaveze predviđene Podgovorom,

Strana A će biti odgovorna za kršenje Ugovora i

(3) days after the occurrence of such event.

1.3 The party who has given such notice shall be

excused from the performance or punctual

performance of its obligations under the Subcontract

for so long as the relevant event of Force Majeure

continues and to the extent that such party's

performance is prevented, hindered or delayed.

1.4 The party or parties affected by the event of

Force Majeure shall use reasonable efforts to mitigate

the effect thereof upon its or their performance of the

Subcontract and to fulfil its or their obligations under

the Subcontract, but without prejudice to either

party's right to terminate the Subcontract.

1.5 No delay or non-performance by either party

hereto caused by the occurrence of any event of Force

Majeure shall:

(a) constitute a default or breach of the Subcontract;

or

(b) give rise to any claim for damages or additional

cost or expense occasioned thereby,

if and to the extent that such delay or non

performance is caused by the occurrence of an event

of Force Majeure.

1.6 If the performance of the Subcontract is

substantially prevented, hindered or delayed for a

single period of more than sixty (60) days or an

aggregate period of more than one hundred and

twenty (120) days on account of one or more events

of Force Majeure during the currency of the

Subcontract, the parties will attempt to develop a

mutually satisfactory solution, failing which either

party may terminate the Subcontract by giving a

notice to the other.

Article 12 Responsibilities for breach of Contract

12.1 Breach of the Contract

12.1.1 In case Party A does not honour the

Subcontract or does not fulfil its obligations as

stipulated in the Subcontract, Party A shall be liable

accordance with the contract.

12.6.1 Party B privately transfers all or part of the contract's rights to another person, or privately

transfers all or part of the contract's obligations to

another person

12.6.2 Party B uses unqualified materials or

engineering equipment, and the quality of the

engineering fails to meet the standard requirements,

and refuses to remove the unqualified engineering;

12.6.3 During the warranty period, Party B fails to

repair the content of the defect list listed in the project

acceptance certificate or the defects that occurred

during the warranty period, and refuses to repair it

according to the instructions of Party A;

12.6.4 Party B is unable to continue to perform or

expressly indicates that it will not perform or has

substantially stopped performing the contract;

12.6.5 Other situations where Party B does not

perform its obligations as agreed in the contract.

12.6.6 After the termination of the contract, Party A

assesses the value of the work actually completed by

Party B, suspends all payments to Party B, and checks

all payments and deducted amounts, including the

liquidated damages that Party B should pay.

12.6.7 After the termination of the contract, Party A

claims to Party B for the losses caused to Party A due

to the termination of the contract. After the parties to

the contract confirm the above-mentioned balances,

they will issue a final settlement certificate to settle

all contractual payments.

12.6.8 If Party A and Party B fail to reach an

agreement on the settlement after the termination of

the contract and a dispute arises, the dispute shall be

settled as agreed in the contract.

Article 13 Solution to disputes and Applicable laws

13.1 In case of dispute in the course of executing the

Subcontract, the two parties shall consult each other

in a friendly manner. In case of failure in the mutual

obaveza iz ugovora na drugo lice

12.6.1 Strana B privatno prenosi sva ili deo prava iz

ugovora na drugo lice, ili privatno prenosi sve ili deo

inženjersku opremu, a kvalitet inženjeringa ne

ispunjava standardne zahteve i odbija da ukloni

nekvalifikovani inženjering;

12.6.3 Tokom garantnog perioda, Strana B ne uspe da

popravi sadržaj liste grešaka naveden u sertifikatu o

prihvatanju projekta ili kvarove koji su nastali tokom

garantnog roka, i odbije da ga popravi u skladu sa

uputstvima Strane A;

12.6.4 Strana B nije u mogućnosti da nastavi da

izvršava ili izričito ukazuje da neće izvršiti ili je

suštinski prestala da izvršava ugovor;

12.6.5 Ostale situacije u kojima Strana B ne izvršava

svoje obaveze kako je dogovoreno u ugovoru.

12.6.6 Nakon raskida ugovora, Strana A procenjuje

vrednost posla koji je stvarno završila Strana B,

suspenduje sve isplate Strani B i proverava sve isplate

i odbijene iznose, uključujući likvidiranu štetu koju

Strana B treba da plati.

12.6.7 Nakon raskida ugovora, Strana A potražuje

Stranu B za gubitke prouzrokovane Strani A zbog

raskida ugovora. Nakon što ugovorne strane potvrde

gore pomenuta stanja, izdaje potvrdu o konačnom

poravnanju za izmirenje svih ugovornih plaćanja.

12.6.8 Ako Strana A i Strana B ne postignu sporazum

o poravnanju nakon raskida ugovora i dođe do spora,

spor će biti rešen kako je dogovoreno u ugovoru.

Član 13. Rešavanje sporova i važeći zakoni

13.1 U slučaju spora u toku izvršenja podugovora,

dve strane će se međusobno konsultovati na

prijateljski način. U slučaju neuspеха u međusobnoj

E-mail: xiongsaitieluyifenbu@gmail.com

Telefon: +381698880420

Adresa strane B radi obaveštenja:

Kontakt osoba: Nenad Ignjatović

Adresa: Braće Relić 19, 22324 Beška, Srbija

E-mail: nened.dekoconstruktion@gmail.com

Telefon: +381 65 471 31 17

15.2 Sva obaveštenja, zahtevi, uputstva, dokumenti i

bilo koja druga vrsta komunikacije između ugovornih strana biće obavljena u pisanoj formi, osim kratkih obaveštenja i druge komunikacije koja nije povezana sa ispunjavanjem suštinskih obaveza iz ovog

Ugovora, uključujući, ali ne ograničavajući se na

zakazivanja sastanke između stranaka.

15.3 Smatraće se da je obaveštenje i bilo koja druga

vrsta komunikacije dostavljena drugoj Strani:

(a) u slučaju isporuke preporučenom poštom ili

kuriromskom službom, u trenutku potpisivanja prijema ili

(b) u slučaju slanja elektronskom poštom, u trenutku kada se predmetna e-mail poruka pojavi u folderu

prijemnog sandučeta (primljeno) primaoca e-pošte.

15.4. U slučaju da do prijema obaveštenja na način iz prethodnog stava dođe posle 17.00 časova u toku

radnog dana (ponedeljak-petak), imajući u vidu

vremensku zonu koja se primenjuje u Republici

Srbiji, ili na dan koji se smatra neradnog dana u

skladu sa propisima koji važe u Republici Srbiji,

smatra se da je primljen prvog narednog radnog dana

u 09.00 časova.

15.5. U slučaju promene kontakt podataka iz stava

15.1, strana čiji su kontakt podaci promenjeni je

dužna da obavesti drugu stranu o takvoj promeni

najkasnije narednog radnog dana.

E-mail: xiongsaitieluyifenbu@gmail.com

Phone: +381698880420

Party B's address for notice purposes:

Contact person: Nenad Ignjatović

Address: Braće Relić 19, 22324 Beška, Srbija

E-mail: nened.dekoconstruktion@gmail.com

Phone: +381 65 471 31 17

15.2 All notifications, requests, instructions,

documents and any other type of communication between the parties hereto shall be made in writing,

except short notices and other communication not

connected with the fulfillment of essential obligations

from this Contract, including, but not limited to

scheduling meetings between the parties.

15.3 It shall be deemed that the notification and any

other type of communication has been delivered to

the other Party:

(a) in case of delivery by registered mail or courier,

in the moment of signing the delivery receipt or

(b) in case of sending by e-mail, in the moment when

the subject e-mail message appears in the *inbox**(received)* folder of the e-mail recipient.

15.4 In case the receipt of the notification in the

manner referred to in the previous paragraph occurs

after 05.00pm during a business day

(Monday-Friday), bearing in mind the time zone

applicable in the Republic of Serbia, or on the day

considered as non-business day in accordance with

the regulations applicable in the Republic of Serbia, it

shall be deemed to be received on the first next

business day at 09.00am.

15.5 In case of change of contact details referred to in

the paragraph 15.1, the party whose contact details

have been changed is obliged to inform the other

party regarding such change the next business day the

latest.

other work and services as are required for the performance of the Subcontract.

17.4 The obligation of a party under paragraph 17.1 and 17.2 and 17.3 above, however, shall not apply to that information which:

(a) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto; or

(b) otherwise lawfully becomes available to that party from a third party

17.5 The above provisions shall not in any way

modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Subcontract in respect of the execution of works thereof.

17.6 The provisions of this Article 17 shall survive

termination for whatever reason of the Subcontract.

Article 18 Agreement on implementation and application of the prescribed safety measures

18.1 During execution of the contractual obligations

and during stay at the construction site, the Party B

shall fully comply with all safety and health-

protection rules, pursuant to the Art. 19 of the Law on

Safety and Health at Work I (Official Gazette of the

Republic of Serbia No. 101/2005),

18.2 The Parties shall coordinate activities, relating to

reduction and mitigation of risks I for personal injury

of the employees, and shall inform each other, and

their employees, on risks and measures for their

reduction and removal.

The Party B shall provide insurance for his engineers

and workers engaged on Site (the accident and

emergency sickness insurance must be provided).

potrebni za izvršenje Podugovora.

17.4 Obaveza strane prema stavu 17.1 i 17.2 i 17.3, međutim, neće se primenjivati na one informacije koje:

(a) može se dokazati da ga je ta strana posedovala u trenutku otkrivanja i koje nije prethodno dobijeno, direktno ili indirektno, od druge strane; ili

(b) na drugi način zakonito postane dostupna toj strani od treće strane

17.5 Gore navedene odredbe ni na koji način neće

modifikovati bilo koju obavezu o poverljivosti koju je dala bilo koja od strana pre datuma podugovora u vezi sa izvođenjem radova.

17.6 Odredbe ovog člana 17. ostaju na snazi nakon

askida iz bilo kog razloga Ugovora o podugovoru.

Član 18. Sporazum o sprovođenju i primeni propisanih mera bezbednosti

18.1. Tokom izvršavanja ugovornih obaveza i tokom

boravka na gradilištu, Strana B će u potpunosti

poštovati sva pravila o bezbednosti i zdravlju, u

skladu sa čl. 19. Zakona o bezbednosti i zdravlju na

radu I (Sl. glasnik RS br. 101/2005),

18.2 Strane će koordinirati aktivnosti koje se odnose

na smanjenje i ublažavanje rizika I za lične povrede

zaposlenih, i obaveštavće jedna drugu i svoje

zaposlene o rizicima i merama za njihovo smanjenje i

otklanjanje.

Strana B će obezbediti osiguranje za svoje inženjere i

radnike angažovane na gradilištu (mora biti

obezbeđeno osiguranje od nesreće i hitne slučajeve

bolesti). I treba da dostavi listu i identifikacioni broj

the Parties, regardless of whether such persons are engaged as employees or otherwise.

18.7 The Party B shall fully comply with the

regulations concerning environmental protection as well as with the rules and procedures concerning

conduct at the Site.

18.8 In terms of safety at work, the Party B shall:

➤ notify the relevant authority as to

commencement of the Subcontract Works;

➤ prepare the act on the implementation of the

protective measures at work;

➤ train his personnel for the safe work;

➤ determine physical/psychological capability of

his personnel before allocation to work positions with

special working conditions;

➤ fully execute instructions of the Coordinator for

the works in accordance with the provisions of

Article. 6 and 13 of the Regulation on safety and

health at work at temporary or mobile construction

sites (Official Gazette of the Republic of Serbia

14/2009 and 95/2010);

➤ instruments, manual or mechanical have to be

technically In order, during the process of execution

of the Subcontract Works. Instruments, which are

subject to periodical examination, must have a valid

professional certificate at the moment of execution of

the Subcontract Works.

18.8 U pogledu zaštite na radu, Strana B će:

➤ obavesti nadležni organ o početku podgovora;

➤ pripremi akt o sprovođenju mera zaštite na radu;

➤ obučiti svoje osoblje za bezbedan rad;

➤ utvrditi fizičku/psihološku sposobnost svog

osoblja prije raspoređivanja na radna mjesta sa

posebnim uslovima rada;

➤ u potpunosti izvršava uputstva Koordinatora za

radove u skladu sa odredbama čl. 6. i 13. Uredbe o

bezbednosti i zdravlju na radu na privremenim ili

pokretnim gradilištima (Sl. glasnik RS 14/2009 i

95/2010);

➤ instrumenti, ručni ili mehanički, moraju biti

tehnički ispravni tokom procesa izvođenja

Podizvođačkih radova. Instrumenti, koji podležu

periodičnom pregledu, moraju imati važeći

profesionalni sertifikat u trenutku izvođenja

Podizvođačkih radova.

18.7 Strana B će u potpunosti poštovati propise koji

se odnose na zaštitu životne sredine, kao i pravila i

procedure koje se odnose na ponašanje na lokaciji.